



HOLIDAY PROVISIONS

FOR

PLUMBER:

SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)

IN

ALAMEDA, CONTRA COSTA, MARIN, NAPA, SAN FRANCISCO,
SAN MATEO, SANTA CLARA, SOLANO, AND SONOMA

204-483-1

RECEIVED

Department of Industrial Relations

SEP 1 2005

**AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.**

DIV. of Labor Statistics & Research
Chief's Office

AND

**SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483,
SAN FRANCISCO,
CALIFORNIA, OF THE UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING AND PIPE FITTING
INDUSTRY OF THE UNITED STATES AND CANADA**

ARTICLE 1

This Agreement made this 20th day of July 2005, and effective August 1, 2005, by and between National Fire Sprinkler Association, Inc., New York (hereinafter referred to as the Association) and Sprinkler Fitters and Apprentices Local Union No. 483, (hereinafter referred to as the Union).

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings. No change, modification, amendment, variation or waiver of any of the terms and conditions of this Agreement shall be valid unless executed, or consented to, in writing by a duly authorized representative of the Association and a duly authorized representative of the local union. During the term of this Agreement, contractor members of the Association, individually or collectively, shall not have any authority to make any other agreements, verbal or written, with any agents or representatives of the local union, which would change, modify, amend, vary or waive any of the terms and conditions of this Agreement.

ARTICLE 2

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Union and the Association. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between employer and employee.

In order to minimize the occurrence of loss of wages or fringe benefits due employees represented by the Union it is agreed that any individual, partnership or corporation desiring to become a party to this agreement must meet each of the following conditions:

Owners, partners, or officers of a corporation, if they perform any of the work described in this Agreement, shall work within the framework of this agreement.

Each owner, partnership or corporation shall have and maintain the necessary workers compensation and State Disability Insurance as required by law and shall furnish to the Local Union a current certificate of said insurance.

SHIFT WORK: Shift work may be performed at the option of the Employer. However, when shift work is performed it must continue for a period of not less than five (5) consecutive work days. Eight (8) hours shall constitute a shift. The day shift shall work a regular eight (8) hour shift as outlined above. The hourly rate for men on the second and third shifts shall be fifteen percent (15%) above the basic hourly rate. Any time worked in addition to the standard eight (8) hour shift shall be paid at time and a half (1½) of the Shift Rate. Each shift shall run concurrent to the previous shift.

It is further agreed that when shifts are worked, a minimum of two (2) Employees covered by this Collective Bargaining Agreement, shall work on each shift. All shifts shall provide for a half-hour lunch period in addition to hours worked.

OFF-HOURS: On all buildings that are occupied and the hours are not under the control of the Contractor, and the hours do not fall into the category of the regular work day, or the shift clause cannot apply, the Contractor may bid the "Off Hours" at straight time plus 15%. Any time worked in addition to eight (8) hours the Off Hours Shift shall be paid at time and one half (1 ½) of the Off Hours Rate. This paragraph shall not apply to new construction, emergency work, or if there are other Building Trades personnel on the same job prior to the off hours.

It is understood that prior to the initiation of the "Off Hours" shift, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that the work in the above paragraph be done during the "Off Hours" period.

When off hours work is performed, it must continue for a period of not less than four (4) consecutive days.

ARTICLE 8 – HOLIDAYS/DESIGNATED OFF DAYS

The following days shall be considered Holidays: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday, Decoration Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day and New Years Eve.

If the Holiday falls on Sunday, the Monday following the holiday shall be considered the Holiday. If the Holiday falls on Saturday, the Friday preceding the Holiday shall be considered the Holiday.

Employees will work according to the calendar established for the 46 Counties of Carpenters for the safety of all employees covered by this Agreement. Four (4) days per year will be selected by the Union as designated days off as set forth below:

2006: February 17, May 26, July 3, September 1

2007: January 12, February 16, May 25, August 31

2008: January 18, February 15, May 23, August 29

Designated day off, if worked, shall be paid at the overtime rate as designated for Saturdays.